It is well settled that a letter-press reproduction of a writing is not a duplicate original and cannot be offered in evidence without accounting for the original. *Foot* v. *Bentley*, 44 N. Y. 166. See 1 ELLIOTT, EVIDENCE, § 208. But reproductions made by a printing-press have been held to be duplicate originals; and each of such documents has been regarded as primany evidence of the contents of any other. *Rex* v. *Watson*, 2 Stark. 116, 129. Where the question has arisen, courts have generally taken the view that a carbon copy of an ordinary communication is a duplicate original and may be introduced without explaining the non-production of the other original. *Hubbard* v. *Russell*, 24 Barb. (N. Y.) 404; *International Harvester Co.* v. *Elfstrom*, 101 Minn. 263, 112 N. W. 252; *Cole* v. *Elwood Power Co.*, 216 Pa. St. 283, 65 Atl. 678. *Contra*, *State* v. *Teasdale*, 120 Mo. App. 692, 97 S. W. 995. It is submitted that whether documents are duplicate originals or not should depend, not on the mechanism by which they are produced, but on the effect intended to be given to the different documents by the parties. See *Cleveland, etc. R. Co.* v. *Perkins*, 17 Mich. 296. Although a carbon copy is made simultaneously with the typewritten letter, there is but *one* original, — that which is mailed and is intended as the written communication between the parties. See *Andrews* v. *Wirral Rural Council*, [1916] 1 K. B. 863, 872. And it would seem that this is true even though the document sent has no particular legal significance in itself. See *contra*, 19 HARV. L. REV. 123.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — APPLICATION TO AUTOMATIC COUPLER ON SINGLE ELECTRIC CAR. — Section two of the Safety Appliance Act forbids any interstate common carrier to "permit to be . . . used on its line any car not equipped with couplers . . . which can be uncoupled without the necessity of men going between the ends of the cars." An interurban interstate electric railway operated single cars without automatic couplers of the kind required. The United States sues for the penalties provided. *Held*, that it may not recover the penalties. *International Ry. Co.* v. *United States*, 238 Fed. 317.

The purpose of the Act was to keep men from going between cars that were being coupled. Although penal in form, the Act has been held to be chiefly remedial; and, as such, it has been liberally construed so as to accomplish its purpose. See *Johnson* v. *Southern Pacific Ry. Co.*, 196 U. S. 1, 17. Congress by amendment, and the courts by construction, have combined in requiring couplers wherever and only where danger might be incurred. See *Pennell* v. *Philadelphia & Reading Ry. Co.*, 231 U. S. 675, 679; *United States* v. *Chicago, etc. Ry. Co.*, 149 Fed. 486, 488. Thus, the word "car" in section two includes locomotives. 32 STAT. AT L. 943, § 1; *Johnson* v. *Southern Pacific Ry. Co.*, 196 U. S. 1. But the courts have held that this does not usually include the front end of the locomotive. *Wabash R. Co.* v. *United States*, 172 Fed. 864. See *Campbell* v. *Spokane, etc. R. Co.*, 188 Fed. 516, 518. However, if the front end is used for shunting, it must be properly equipped. *Chicago, etc. Ry. Co.* v. *United States*, 196 Fed. 882. Likewise, "car" includes tenders. 32 STAT. AT L. 943, § 1; *Philadelphia & Reading Ry. Co.* v. *Winkler*, 4 Pennewill (Del.) 387, 56 Atl. 112. But the courts have held that the end of the tender coupled to the locomotive is not included. *Pennell* v. *Philadelphia & Reading Ry. Co.*, 231 U. S. 675. Safety does not require the coupling on cars which are run singly. Therefore, the decision in the principal case seems clearly right.

INTERSTATE COMMERCE — DEMURRAGE — UNIFORM DEMURRAGE CODE — PUBLIC AND PRIVATE TRACKS — DUE PROCESS. — The defendant, Swift & Co., occupied under a license from the plaintiff, the Hocking Valley Railway Co., a siding appurtenant to the Swift warehouse. The Uniform Demurrage Code provides for imposing a charge on all privately owned cars detained under lading longer than the forty-eight-hour free period, whether on private or car-